

DISTRIBUTED ENERGY GENERATION SYSTEM LEASE DISCLOSURE FORM

Pursuant to Chapter 520, Part II, Florida Statutes, this disclosure is designed to help you understand the terms and costs of your lease of a distributed energy generation system ("System"). It is not a substitute for the lease ("Lease") and other documents associated with this transaction. All information presented below is subject to the terms of your Lease.

Read all documents carefully so you fully understand the transaction.

LESSOR		INSTALLER	
Name:		Name:	
Address:		Address:	
Phone Number:		Phone Number:	
Email:		Email:	
License # (if applicable):		State Contractor License #:	
WARRANTY/MAINTENANCE PROVIDER (If different from Installer)			
Name:		Address:	
Phone Number:		Email:	
State Contractor License #:			
LESSEE			
Name:		Address:	
Phone Number:		Email:	
*NOTE: YOU ARE ENTERING INTO AN AGREEMENT TO LEASE A DISTRIBUTED ENERGY GENERATION SYSTEM. YOU WILL LEASE (NOT OWN) THE SYSTEM INSTALLED ON YOUR PROPERTY.			
YOU ARE RESPONSIBLE FOR PROPERTY TAXES ON PROPERTY YOU OWN. CONSULT A TAX PROFESSIONAL TO UNDERSTAND ANY TAX LIABILITY OR ELIGIBILITY FOR ANY TAX CREDITS THAT MAY RESULT FROM THE PURCHASE OF YOUR DISTRIBUTED ENERGY SYSTEM.			

Total Cost (A)	Amount & Term (B)	Total Estimated Lease Payments (C)
<p>Total cost to be paid, including any interest, installation fees, document preparation fees, service fees or other (_____) fees: \$ _____</p> <p>State or federal tax incentive(s) or rebate(s) relied upon by seller in determining the price of the System: _____ _____ _____</p> <p>Value of Incentive/Rebates Included: \$ _____</p> <p>*NOTE: You may not be eligible for all incentives available in your area. Consult your tax professional or legal professional for further information.</p>	<p>The initial term of Lease: <input type="checkbox"/> _____ Years <input type="checkbox"/> _____ Months</p> <p>Your monthly payment during the term of your Lease: \$ _____</p> <p>Number of Lease payments: _____</p>	<p>Total of all your monthly payments and estimated taxes over the course of Lease: \$ _____</p> <p>Your estimated total Lease payments over the initial term of the Lease excluding taxes are: \$ _____</p>
Other Possible Charges (D)		
<p>Other charges you may have to pay under your Lease:</p> <p>Late Charge: <input type="checkbox"/> If a payment is more than ____ days late, you will be charged \$ _____ OR <input type="checkbox"/> Late payments accrue interest at ____% annually not to exceed the maximum allowable by law.</p> <p>Estimated System Removal Fee: \$ _____ Maintenance Fee: \$ _____</p> <p>UCC Notice Removal and Re-filing Fee: If you refinance your mortgage, you may have to pay \$ _____</p> <p>Returned Checks: If any check or withdrawal right is returned or refused by your bank, you may be charged \$ _____ (or a lower amount if required by law)</p> <p>Non-Connection to Internet: If you do not maintain a high-speed internet connection, you will be charged a monthly fee of \$ _____ and/or your monthly payments may be based upon estimates. Non-connection may affect any guarantee. See Section O.</p> <p>Automated Clearing House (ACH) Fee: \$ _____</p>		

Payment Schedule (E)	When Payments are Due (F)	Installation Timing (G)
Amount you owe at Lease signing: \$ _____ Amount you owe at the commencement of installation: \$ _____ Amount you owe at the completion of installation: \$ _____ You will make a final payment to Lessor in the amount of \$ _____ at the following time (e.g., interconnection): _____	The first payment on your Lease is due on the _____ day of the first calendar month after your System is connected. You will receive: <input type="checkbox"/> Electronic Invoices (sent to your email address above) <input type="checkbox"/> Paper Invoices (sent to your mailing address above)	Approximate Start Date: _____ days from the date the agreement is signed or _____ (date). Approximate Completion Date: _____ days from the date the agreement is signed or _____ (date).

**Interconnection Approval
(H)**

YOU are or **LESSOR** is responsible for submitting a System interconnection application.

NOTE: It is important to understand the requirements of interconnection rules and/or policies for renewable energy systems which may vary based on location or utility jurisdiction. For further information regarding interconnection standards, please contact your local utility or public service commission.

Site & Design Assumptions for your Leased System (I)

- Estimated size of the System in kilowatts: _____ (kWdc)
- Estimated gross annual electricity production in kilowatt-hours (kWh) from your leased System in the first year of the Lease: _____
- Estimated annual System production decrease due to natural aging of the System: _____%
- System location on your property: _____
- System **WILL** **WILL NOT** be connected to the electric grid
- At the time of installation, your local utility **DOES** **DOES NOT** credit you for excess energy your System generates. The rules applying to such credit are set by your jurisdiction.
- Make _____
- Model _____

***NOTE:** A lessor who provides a warranty or guarantee of the energy production output of the distributed energy generation system may provide a description of such warranty or guarantee in lieu of a description of the system design and components.

Security Filings (J)

Lessor **WILL** **WILL NOT** place a lien on your home as part of entering the Lease.
 Lessor **WILL** **WILL NOT** file a fixture filing or a State Of Florida UCC Financing Statement Form (UCC-1) on the System. The UCC-1 is a public filing providing notice that Lessor owns the System, but is **not** a lien.

System Maintenance & Repairs (K)

“System maintenance” refers to the upkeep and services required or recommended to keep your System in proper operation. System maintenance **IS** **IS NOT** included for _____ years by _____ (e.g., Installer, Maintenance Provider).

“System repairs” refers to actions needed to fix your System if it is malfunctioning. System repairs **ARE** **ARE NOT** provided by the _____ (e.g., Installer, Other).

Please review your Lease for additional information about any warranties on the System installation and equipment. Certain exclusions may apply. Note that equipment warranties for hardware are not required to include labor/workmanship.

Roof Warranty (L)

Your roof **IS** **IS NOT** warranted against leaks from the System installation for _____ years by _____ (e.g., Provider, Installer, Other).

Your roof **IS** **IS NOT** warranted against leaks caused by removal of the System for a period of _____ years following System removal. Any portions of your roof impacted by the System **WILL** **WILL NOT** be substantially returned to their original condition upon the removal of the System (ordinary wear and tear excepted).

Transferring Your Lease and Selling Your Home (M)

If you sell your home, you **MAY** **MAY NOT** transfer the Lease to the purchaser(s) of your home. If transfer of ownership is permitted, the transfer will be subject to the following conditions:

- Credit check on the purchaser(s) by the Lessor
- Minimum FICO score requirement: _____
- Transfer fee of \$ _____
- Assumptions of Agreement by purchaser(s)
- Other _____

If you sell your home, you **ARE** **ARE NOT** permitted to transfer the System to a new home or property.

You may also have the option(s) to purchase the System or prepay some or all of the Lease Balance as part of or prior to a transfer.

You **ARE** **ARE NOT** permitted to make modification(s) to the System. If modification(s) of the System is permitted, such action will be subject to the following conditions:

- System guarantees or warranties **ARE** **ARE NOT** rendered void
- Provider is not responsible or liable for any loss or damage that may occur as a result of any modifications
- Other _____

Transfer of Obligations by Lessor (N)

Your Lease may be assigned, sold or transferred by Lessor without your consent to a third-party who will be bound to all the terms of the Lease. If such a transfer occurs, you will be notified if this will change the address or phone number to use for Lease questions, payments, maintenance or repair requests.

System Guarantee (O)

In terms of your full System, Lessor is providing you with a:

- System performance or electricity production guarantee*
- Other type of System guarantee*
- No System guarantee

You may have additional guarantees or warranties in addition to those that cover the entire System.

****Please provide description in the space provided under Section T.***

Utility and Electricity Usage/Savings Assumptions (P)

You **HAVE** **HAVE NOT** been provided with a savings estimate ("Estimate") based on your Lease.

If you HAVE been provided with an Estimate, Lessor provides the following:

Lessor **IS** **IS NOT** guaranteeing these savings.

Your Estimate was calculated based on:

- Your estimated prior electricity use
- Your actual prior electricity use
- Your estimated future electricity use

Your Estimate assumes the following:

- Years of electricity production from the System: _____
- A current estimated **utility electricity rate** of _____ [cost per kilowatt-hour] during the first Lease year with estimated increases of _____ percent annually. Lessor based this estimate on the following source(s): _____
- Your utility will continue to credit you for excess energy your System generates at
- ESTIMATED FUTURE** **CURRENT** utility electricity rates

NOTE: It is important to understand that future electric utility rates are estimates only. Your future electric utility rates and actual savings may vary. For further information regarding rates, you may contact your local utility or the public regulation commission. Tax and other state and federal incentives are subject to change or termination by executive, legislative or regulatory action, which may impact savings estimates. Please read your Lease carefully for more details.

Renewable Energy Certificates (RECs) (Q)

Any renewable energy certificates or credits (RECs) from producing renewable solar energy with the System **WILL** **WILL NOT** be assigned to the Lessor. If Lessor is assigned the RECs, you will not own the RECs to sell, use or claim them, and Lessor may sell the RECs to a third party.

Cooling Off Period/Right to Cancel (R)

You have the right to terminate this Lease without penalty within _____ [no less than three] business days after the agreement is signed by both parties by notifying Lessor in writing at the above address.

NOTE: This section does not apply IF agreement is to lease a distributed energy generation system in a solar community in which the entire community has been marketed as a solar community and all of the homes in the community are intended to have a distributed energy generation system, or a solar community in which the developer has incorporated solar technology for purposes of meeting the Florida Building Code in s. 553.73, F.S.

Insurance Policies and Coverage (S)

- Lessor **will not** insure for any loss or damage to the System.
- Lessor **will** insure System for any loss or damage, except under the following circumstances:

NOTE: Lessee is responsible for obtaining insurance policies or coverage for any loss of or damage to the System not covered under the lessor's obligations as indicated above. Please consult an insurance professional to understand how to protect against the risk of loss or damage to the System.

Additional Disclosures or Terms (T)

Individual Completing this Form:

Name: _____ Signature: _____

Title: _____ Company: _____ Date: _____